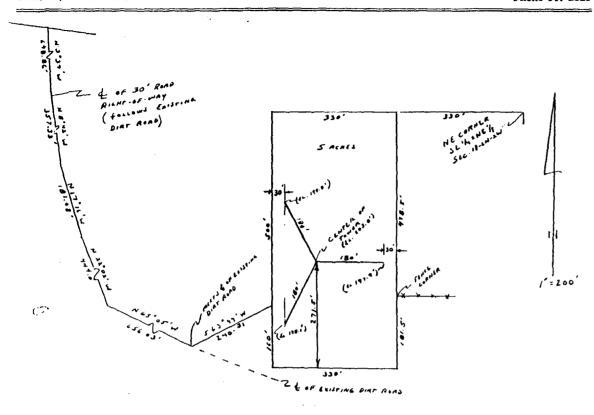
| STATE OF |
|--|
| COUNTY OF |
| I, the undersigned, a Notary Public in and for said County in said State, hereby certify that and whose names as |
| and, respectively, of WCCJ, Inc., a corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date. |
| Given under my hand and official seal of office this day of, 1988. |
| NOTARY PUBLIC |
| My Commission Expires: |
| STATE OF ALABAMA |
| COUNTY OF |
| I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that, whose name as of First Alabama Bank, acting as Trustee of the Martha Annie Jordan Income Trust created under the Last Will and Testament of Martha Annie Jordan, deceased, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, in capacity as such Trustee, executed the same voluntarily on the day the same bears date. |
| Given under my hand and official seal on this the day of, 1988. |
| NOTARY PUBLIC |
| My Commission Expires: |



CHATOM RADIO TOWER

The W_2 of NE $\frac{1}{2}$ of SE $\frac{1}{2}$ of NE $\frac{1}{2}$ of Section 18, Township 6 North, Range 2 West, Washington County, Alabama.

Also a right-of-way and easement 30 feet in width being 15 feet on each side of a centerline described as follows: Beginning 160 feet North of the SW corner of the Wh of NEh of SEh of NEh of Section 18, Township 6 North, Range 2 West; thence run South 63°49' West for 240.31 feet; thence North 65°05' West for 656.03 feet; thence North 22°02' West for 444.00 feet; thence North 17°16' West for 181.08 feet; thence North 08°42' West for 357.33 feet; thence North 03°39' West for 698.86 feet to a county road and the point of ending. Said right-of-way being in the NEh of Section 18, Township 6 North, Range 2 West, Washington County, Alabama.

Roll Filly

December 17, 1987

STATE OF ALABAMA

COUNTY OF WASHINGTON

REAL PROPERTY LEASE

ARTICLE I

DEMISE OF LEASED LAND

- 1.01 <u>Leased Land</u>: Lessor, for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee, and Lessee does rent and accept from Lessor, the real property, referred to herein as the "Leased Land" including a right-of-way and surface easement providing access more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.
- 1.02 Lessor's Warranty of Title: Lessor hereby represents and warrants that Lessor is the owner in fee simple absolute of the leased land subject to covenants, conditions, restrictions, easements and other matters of record. Lessor makes no representation or warranties that the tract or conditions beneath the tract are suitable for any particular purpose, including the

construction of a radio transmission tower, and the construction or operation of a radio transmission facility to be constructed on the leased land as more particularly described hereinabove.

1.03 Lessor's Warranty of Quiet Enjoyment: Lessor covenants and agrees that Lessee, on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the leased land during the term of this lease without hinderance or molestation of Lessor or any person claiming under Lessor.

ARTICLE II

LEASE TERM

- 2.01 <u>Primary Lease Term</u>: This lease shall be for a term of five (5) years, referred to herein as the "Primary Lease Term", commencing as of the day and date first above written and expiring at 5:00 P.M. on the day and date exactly five (5) years therefrom.
- 2.02 <u>Holdover</u>: If Lessee shall holdover after the expiration of the primary lease term such tenancy shall be from month to month on all the terms, covenants and conditions of this lease.

ARTICLE III

RENT, TAXES AND UTILITIES

3.01 Rental During Primary Term: Lessee agrees to pay Lessor Two Thousand and no/100 (\$2,000.00) Dollars per year as rental for the use and occupancy of the leased lands during the primary term of this lease, said rental to be paid in advance of each year next succeeding the date of this Lease.

- 3.02 Lessee to Pay Taxes: Lessee agrees to pay all real property taxes, special taxes, or assessments and all property taxes on the personal property located on the leased land, levied or assessed upon or against the leased land during the lease term of any extension or renewal thereof and if, for any reason, Lessee fails to pay such taxes when due, Lessor shall reserve the right to pay such taxes on behalf of the Lessee and, Lessee shall, within thirty (30) days of Lessor's invoice, reimburse Lessor for such taxes and any interest and/or penalties thereon.
- 3.03 Lessee to Pay Utility Charges: Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used upon the leased lands throughout the term of this lease and any extension or renewal thereof, including any connection fees.

ARTICLE IV

USE OF PREMISES

- 4.01 <u>Primary Use</u>: Lessee intends and shall use the leased lands under this lease to build a facility for radio transmission purposes, being an FM station to be known by the call letters WCCJ. Lessee shall not build, operate or otherwise utilize the leased lands under this lease for any other purpose which may in any way diminish the value of said leased lands to Lessor.
- 4.02 Termination if Use Becomes Unlawful, Impossible, or Impracticable: If it is or becomes unlawful for Lessee, or anyone holding under Lessee directly or indirectly, to conduct any particular operation or to erect or maintain any particular structure or equipment on the leased land, or if any part of the

leased land or the approaches thereto are condemned, zoned or changed by public authorities; or if it becomes impossible or impracticable to use the leased land for its primary use, then Lessee shall have the right at any time thereafter to terminate this lease by giving Lessor thirty (30) days notice in writing of such termination.

ARTICLE V

LEASE TERMINATION

- 5.01 <u>Lease Termination</u>: This lease shall terminate, without any right of renewal, on the date specified hereinabove for the termination of the primary term.
- 5.02 <u>Termination by Lessor</u>: Lessor shall have the right to terminate this lease upon written notice to Lessee, and the lease shall terminate on the date specified in such notice, upon the occurrence of any one or more of the following:
- (a) Lessee fails to make lease payments due under this agreement when due or cure the default of failure to make said lease payments within thirty (30) days from the date such payments are due.
- (b) Lessee assigns, sells or otherwise transfers its rights under this lease without Lessor's express prior written approval.
- 5.03 <u>Termination by Lessee</u>: Lessee shall have the right to terminate the lease upon at least sixty (60) days prior written notice to Lessor, and the lease shall terminate on the date specified in such notice.
- 5.04 Rights and Obligations Upon Lease Termination: Upon the expiration of the primary term of this lease or upon termination of

this lease as hereinabove provided or upon termination for any other reason as herein provided:

- (a) Lessee shall promptly and at Lessee's expense, upon request by Lessor:
- (i) remove the facilities, including, but not limited to, all towers, supports, buildings and foundations from the leased lands,
- Lessee received them under this Agreement, and until such time as Lessee has removed the facilities, and restored the leased lands, Lessee shall continue to pay all rentals and taxes on the leased lands as provided in this Agreement. Lessee shall not be entitled to any refund of lease payments made under the terms of this Agreement and any such payments are forfeited in favor of the Lessor.

ARTICLE VI

CONSTRUCTION BY LESSEE

- 6.01 Lessee's Right to Build General Conditions: Lessee shall have the right, at any time and from time to time during the term of this lease and any extension or renewal thereof, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the leased land, and correct and change the contour of the leased land, subject to the following conditions:
- (a) The cost of any such construction, reconstruction, demolition, or any change, alteration, or improvements shall be borne and paid by the Lessee.

- (b) The leased land shall at all times be kept free of mechanics and materialmens liens.
- (c) Lessor shall receive copies of architect's drawings showing the exterior appearance and dimensions of major improvements.
- (d) Lessor shall be notified at the time of commencement of any work.
- (e) Lessee shall design and operate the radio transmission facility to be constructed under the provisions of this agreement consistent with good engineering practices.

ARTICLE VII

MAINTENANCE AND REPAIR OF LEASED PREMISES

- 7.01 Lessee's Duty to Maintain and Repair: Lessee, at Lessee's own cost and expense at all times during the term of this lease or any extension or renewal thereof shall maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the leased land in a good state of appearance and repair, reasonable wear and tear excepted.
- 7.02 Lessee shall be given a common key to the gate controlling access to the Leased Land and shall maintain control over said key and not allow its distribution beyond the agents, servants or employees of the Lessee.

ARTICLE VIII

INDEMNITY

8.01 Lessee, in consideration for this lease agrees that it will indemnify and hold Lessor harmless against the claims of all persons whomsoever and against all liability, loss or damage Lessor

may suffer as a result of Lessee's operations on the Leased Land pursuant to this Agreement.

ARTICLE IX

ASSIGNMENT AND SUBLEASE

9.01 <u>Consent of Lessor</u>: Lessee may not assign or sublease its rights under this lease without the express written consent of Lessor, which consent shall not be unreasonably withheld.

ARTICLE X

GENERAL PROVISIONS

- 10.01 <u>Conditions and Covenants</u>: All of the provisions of this lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
- Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this lease, but each and every covenant, condition, agreement and term of this lease shall continue in full force and effect with respect to any other then existing or subsequent breach.
- 10.03 <u>Successors in Interest</u>: Each and all of the covenants, conditions and restrictions in this lease shall enure to the benefit of and shall be binding upon the successors in interest of

Lessor and, subject to the restrictions of Article VII, the successor in interest of Lessee.

10.04 Entire Agreement: This lease contains the entire agreement of the parties with respect to the matters covered by this lease and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.

10.05 <u>Severability</u>: If any provision of this lease shall be held invalid under any applicable laws, such invalidity shall not affect any other portion of this lease that can be given effect without the invalid provision and to this end, the provisions hereof are severable.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly executed as of the day and year first above written.

LESSEE

WCCJ, INC.

By: Its Pres. Dir.

ATTEST:

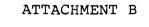
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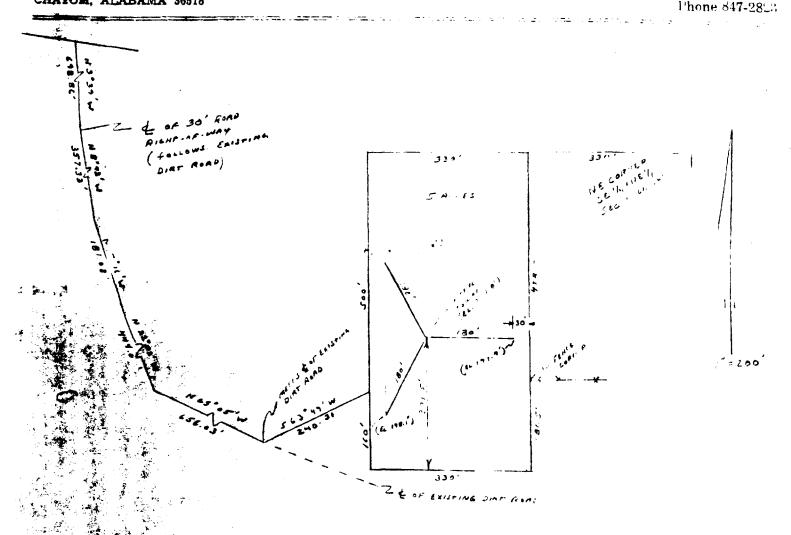
LESSOR FIRST ALABAMA BANK AS TRUSTEE OF THE MARTHA ANNIE JORDAN INCOME TRUST

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| | STATE OF Fle. |
| | COUNTY OF Dade |
| | I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mayned Meyers and whose names as Pres./D.r. |
| | and, respectively, of WCCJ, Inc., a corporation, are signed to the foregoing conveyance and who are |
| | corporation, are signed to the foregoing conveyance and who are |
| | known to me, acknowledged before me on this day that, being |
| | informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as |
| | the act of said corporation on the day the same bears date. |
| | - · · · · · · · · · · · · · · · · · · · |
| | Given under my hand and official seal of office this 104 day of, 1988. |
| | Almita Hilli- |
| | NOTARY PUBLIC |
| | NOTARY PUBLIC STATE OF FLORIDA |
| | My Commission Expires: MY COMMISSION EXP. MAY 16,1988 BONUED THRU GENERAL INS. UNB. |
| | |
| | STATE OF ALABAMA |
| | COUNTY OF |
| | I, the undersigned authority, a Notary Public, in and for said |
| | State and County, hereby certify that |
| | whose name as of First Alabama Bank, acting as |
| | Trustee of the Martha Annie Jordan Income Trust created under the |
| | Last Will and Testament of Martha Annie Jordan, deceased, is signed |
| | to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this |
| | instrument, in capacity as such Trustee, executed the |
| | same voluntarily on the day the same bears date. |
| | |

ATTEST:

| | Given u | | my hand 1988. | and | official | seal | on | this | the | day | of |
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CHATOM RADIO TYMER

The William Of SE's of NE's of Section 18, Township 6 Nort 1, Range 2 West, Washington County, Alabama.

Also a right-of-way and easement 30 feet in width being 15 feet on each side of a centerline described as follows: Beginning 160 feet North of the SW corner of the Wig of NE's of SE's of NE's of Section 13, Township 6 North, Range 2 West; thence run South 63°49' West for 240.31 feet; thence North 65°05' West for 656.03 feet; thence North 22°02' West for 444.00 feet; thence North 17°16' West for 181.08 feet; thence North 08°42' West for 357.33 feet; thence North 03°39' West for 698.86 feet to a county road and the point of ending. Said right-of-way being in the NE's of Section 18, Township 6 North, Range 2 West, Washington County, Alabama.

December 17, 1987

Robert F. Schell PE/PLS

3726 980103 61005

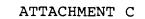
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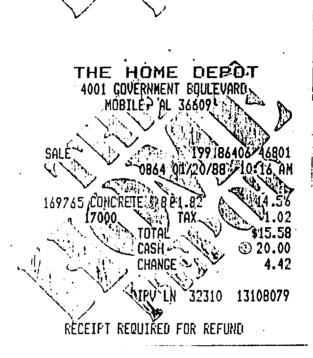
Approval Code

JOHN RATHONE RETERS

Cands Cands

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| - Garant THRU | 03/88 87 A | X - | Approval Code |
| JOHN RATHO | NC MEYERS | | Check or Bill No. |
| Service Establishment | Date of Charge | | Any delayed charges are listed below |
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| 4010503259 | | Taxes | Amt of Delayed Chg. |
| Establishment agrees to transmit Co., Inc. or Authorized Represent vice purchased on this card shall | to American Express Travel Related Servi ative for payment. Merchandise and/or s I not be resold or returned for cash refu | er- nd. | Revised Total |
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Supplies for WCCT

INSTALLATION AND REPAIRS

ANTENNAS
TRANSMISSION LINES
GUY LINES
DISHES
REFLECTORS
LIGHTING EQUIPMENT

ESTABLISHED 1952



SHOP 261-1272

MAINTENANCE

PAINTING
WELDING
TOWER ALIGNMENT
QUARTERLY TOWER
INSPECTIONS
TROUBLE SHOOTING

BREIT'S TOWER SERVICE, INC.

4702 S.W. 75 AVENUE MIAMI, FLORIDA 33155

June 30,1988 Ray Myers 4700 SW 75 Ave. XIXINVOICE No 1961 Miami, Fl. 33155 **PURCHASE ORDER** 78.00 APL55G Beacon Plate 1 BPC55G Concrete base plate 95.00 1 6 Anchor rods 350.00 3 gal Aviation Orange Tower Paint 2 gal Aviation White Tower Paint 6% sales tax 627 52 TOTAL --You may pay the invoice or return the items. Whichever you prefer. and Wheek 110 - Sunsk Brist

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02/87 01/88 CV JOHN R NEYERS

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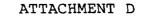
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IMPORTANT: RETAIN THIS COPY FOR YOUR RECORDS

CUSTOMER



BONNER'S TOWER SERVICE

4844 Wiggins Road Lake Worth, Florida 33463 1-800-329-TOWER Date 6/28/88

To: WCCJ FM

Chatom, Alabama

Attn: Mr. Ray Meyers

Re: PO# UPON RECEIPT OF INVOICE

6/28/88 : 28 sections of Rohn 55 G (USED) @ \$105.00/section

\$105.00 x 28 SUB TOTAL 2,940.00 x .06% STATE SALES TAX 176.40 TOTAL AMOUNT DUE\$3,116.40

Payment Terms:



4700 Southwest 75 Avenue, Miami, Florida, 33155 305.264.5963

Feb. 9, 1988

Mr. John Pernick Radio Station WFIT Fla. Inst. of Tech. 150 W University Blvd Melbourne, FL 32901

Dear John:

Attached is a check for the amount of \$300.00 as per our last conversation to cover the purchase of the Jampro Antenna. Included in the purchase should be four each antenna bays, four each feed lines and a power divider.

As soon as you notify me that I may pick these items up, I make arrangements. Thank you for our time and effort.

Yours truly,

Raymond Meyers

2438 JOHN RAYMOND MEYERS D/B/A SOUND MASTERS COMMERCIAL RECORDING CO. 4700 S.W. 75TH AVE. MIAMI, FL 33155 PAY TO THE ORDER OF Florida National Bank 169 Mirecle Mile 302 Coral Gables, Florida 33134

Jamers Hutenn

JOHN RAYMOND MEYERS D/B/A SOUND MASTERS COMMERCIAL RECORDING CO.

4700 S.W. 75TH AVE. MIAMI, FL 33155

DOLLARS

PAY TO THE ORDER OF __

Florida National Bank 169 Mirecle Mile 302

Coral Gables, Florida 33134

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OPY 2 - Completed Agreement To Customer

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